

**Proposed Agreement Between**

**The Jackson Township Municipal  
Utilities Authority**

**and**

**The Transport Workers Union of America**

**Local 225, Branch 4**

**AFL-CIO**

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## PREAMBLE

This Agreement made this \_\_\_\_ day of \_\_\_\_\_, BY and BETWEEN:

**THE JACKSON TOWNSHIP MUNICIPAL UTILITIES AUTHORITY**  
135 Manhattan Street  
Jackson, New Jersey 08527  
(hereinafter referred to as the "Employer")

AND

**TRANSPORT WORKERS UNION OF AMERICA,  
AFL-CIO LOCAL 225, BRANCH 4,**  
1451 Highway 88 West  
Brick, New Jersey 08724  
(hereinafter referred to as the "Union")

represents the complete and final understanding of the parties on all bargainable issues.

## ARTICLE I

### RECOGNITION

Section 1: The Employer recognizes the Union as the sole and exclusive representative of all of the employees in the bargaining unit as hereinafter defined, for the purposes of collective negotiations concerning the terms and conditions of employment and all other activities related thereto pursuant to the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1 et seq.

Section 2: The bargaining unit includes all regularly employed blue collar and white collar employees employed by the Jackson Township Municipal Utilities Authority.

Section 3: Excluded from the bargaining unit are the Commissioners, Executive Director, department heads, confidential employees, managerial executives, supervisors, foremen, superintendents, craft employees, security personnel, professional employees,

and temporary employees (those hired for summer help or for a limited period not to exceed an aggregate of four (4) months within a twelve (12) month period).

## **ARTICLE II**

### **EMPLOYMENT STATUS**

**Section 1:** Neither the Employer nor the Union shall discriminate against any employee or prospective employee on the basis of race, creed, color, national origin, ancestry, age, marital status, affection or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait of any individual, or because of the liability for service in the Armed Forces of the United States or the nationality of any individual, or because of the refusal to submit to a genetic test or make available the results of a genetic test to an employer, to refuse to hire or employ or to bar or to discharge or require to retire, unless justified by lawful considerations.

**Section 2:** For appointments to the Employer the working test or probationary period shall be 90 days. During that period, the probationary employee will receive no medical or any other benefits, with the exception of such benefits as provided in the rules and regulations of the New Jersey Department of Personnel pertaining to local service, and the Employer can terminate a probationary employee at any time during his/her probationary period for any reason, without challenge by either the employee or the Union, and without resort to the grievance procedure herein.

**Section 3:** Notice of resignation is to be submitted to the Executive Director in writing, stating the reason and the exact date of resignation. A minimum notice of two weeks is required for the resignation to be in good standing, unless a special request is made by the employee to leave sooner, which must be approved by the Executive

Director. The employee will remain on duty for the period of notice. Failure to give adequate notice will result in resignation that is not in good standing. All uniforms, keys, equipment, tools, identification, or similar materials issued to the employee must be returned to the Employer prior to receipt of final paychecks.

**Section 4:**     A.     It is hereby agreed that the parties hereto recognize and accept the principal of seniority in all cases of layoffs, recalls, transfers and promotions, subject to the rules and regulations of the New Jersey Department of Personnel.

          B.     The seniority of an employee is defined as the length of continuous service as an employee of the Employer dating back to his/her last day of hire.

          C.     In the event of layoffs and rehiring, in accordance with Department of Personnel rules and regulations, the last person hired will be the first one to be laid off, and the last person laid off shall be the first to be recalled in accordance with seniority, provided, in the judgment of the Employer, the more senior employee is able to do the available work in a satisfactory manner, and provided that he/she has the proper qualifications.

**Section 5:**     All new and vacant positions covered by this Agreement shall be posted on the bulletin board for a period of five (5) working days. Employees applying for such vacancies shall make a request in writing to the supervisor where the vacancy exists. Employees covered by this Agreement shall be given priority in applying for job openings covered under this Agreement, provided such employees, are, in the sole discretion of the Employer, qualified. If two (2) or more qualified employees applied for such position or promotion, seniority will be considered along with qualifications. Employees shall be selected to fill the position, before any new employee is hired.

Applicants may apply for positions only during the posting period. If promoted, an employee shall serve in the new capacity for a probationary period of ninety (90) days. During that probationary period, such employees shall retain his/her seniority of their former position and all benefits of that position. In the event of failing the probationary period the employee shall return to his/her former position. Selection to fill a position shall be within thirty (30) days from the end of posting.

Section 6: The Employer will forward to the Union any current or amended Civil Service Certification List.

### ARTICLE III

#### SALARIES AND COMPENSATION

Section 1: For each job title there shall be established a salary range. Salary ranges for the various job titles covered by this agreement are as found in Exhibit A. Employees hired after November 30, 1998, upon reaching the high end of their salary range shall not have any annual increase added to their base salary. Said salary increase shall be in the form of a lump sum paid to the employee in 52 equal payments. Employees hired on or prior to November 30, 1998 shall have the salary increase added to their base salary. Current salary ranges shall remain in effect for the duration of this agreement.

Section 2: All members of the bargaining unit shall receive salary increases as follows:

December 1, 1998	-	3.8%
December 1, 1999	-	3.6%
December 1, 2000	-	3.4%

December 1, 2001	-	3.2%
December 1, 2002	-	3.2%

Employees below high point on salary range for their title shall receive the percentage raise based on their current base salary. Employees hired after November 30, 1998 at or above high point on salary range for their title shall receive the percentage raise based on the salary range high point. Salary increases shall be retroactive to December 1, 1998 and shall be paid to the employees within 30 days of ratification of this agreement for employees hired prior to December 1, 1998. For employees hired on or after December 1, 1998, salary increase shall be retroactive to the December 1 immediately following their hire dates.

**Section 3:** Salary placement of all new hires, except as set forth in Section 2 above, shall be at management's discretion. In no event shall a new employee be hired at a salary higher than an existing employee in the same job title.

**Section 4:** Certain employees shall be paid, in addition to his or her base pay, a longevity increment based upon years of service in the employ of the Jackson Township Municipal Utilities Authority. The longevity schedule for employees hired prior to December 14, 1993 shall be as follows:

Two (2%) percent for every five (5) years of employment beginning with the sixth (6<sup>th</sup>) year up to a maximum of eight (8%) percent.

Longevity based on \$23,216.00 for blue collar employees.

Longevity based on \$19,936.00 for white collar employees.

Employees hired on or after December 14, 1993 and up to November 30, 1998 shall receive longevity pay which will be payable in a lump sum on the employee's

anniversary date and each anniversary date thereafter in accordance with the following schedule:

- A. After five (5) full years of service - Four Hundred (\$400.00) Dollars per year.
- B. After ten (10) full years of service - Six Hundred (\$600.00) Dollars per year.
- C. After fifteen (15) years of service - Eight Hundred (\$800.00) Dollars per year.
- D. After Twenty (20) years of service - One Thousand (\$1,000.00) Dollars per year.

Employees hired on or after December 1, 1998 shall not be entitled to longevity pay.

**Section 5:** In computing any overtime pay which may become due to any employee, longevity payments shall not be included.

**Section 6:** Certain employees who receive a Waste Water Collection ("C") License, Sewer Treatment ("S") License, Water Treatment ("T") License, or a Water Distribution ("W") License, shall be entitled to a bonus. Any employee hired prior to December 14, 1993 who holds or obtains any of the foregoing licenses shall receive a license bonus as follows: \$100.00 per year for each license obtained. Employees hired after December 14, 1993 shall receive a one time bonus, in the following amounts, upon receiving a C, S, T or W License:

\$100.00 per license.

**Section 7:** Every employee required to obtain a CDL shall be entitled to a one time bonus of \$100.00 when the license is obtained and will be reimbursed the cost of annual license renewal.

**Section 8:** The Employer agrees to reimburse the cost of tuition and books for all employees going for an approved job related course, provided it is not reimbursable from any other public source, and provided further that the employee receives a grade of



C or better. Each request for approval shall be submitted in writing to the Department Head and approved by the Executive Director prior to the taking of the course. Employees will be required to submit proof of attendance and a passing certificate indicating a grade of C or better prior to reimbursement.

**Section 9:**

Field employees shall be compensated for welding and shall receive an additional ten (10%) percent of his/her hourly rate for actual hours spent welding.

**ARTICLE IV**

**HOURS OF WORK WEEK, WORK DAY AND**

**OVERTIME**

**Section 1:**

A. The normal work week for Water and Sewer Department (blue collar) employees shall be forty (40) hours per week. Work schedule shall be in accordance with the schedule attached hereto as Exhibit B. Schedule is subject to change from time to time as mutually agreed to by the parties. Employees may interchange days on a voluntary basis with at least one (1) weeks notice to the supervisor. Employees are entitled to a one half (1/2) hour unpaid meal break per shift. When a shift position becomes available, or a new shift is made, the employees in seniority order shall have opportunity to bid for the position.

Employees working Shift 2 shall be entitled to shift differential pay of \$0.50 per hour worked. Employees working Shift 3 shall be entitled to shift differential pay of \$0.75 per hour worked. Employees hired on or after April 13, 2000 are not entitled to shift differential pay.

B. Overtime shall be compensated for at the rate of one and one half (1 ½) times the employee's regular base hourly pay. Employees working greater than 40 hours in a single pay period shall be entitled to overtime pay for all hours worked in excess of 40 hours during said pay period. Blue collar employees may elect to accept compensatory time in lieu of overtime pay at the same rate as overtime pay. Use of compensatory time must be scheduled at least two (2) weeks prior to its use, and management reserves the right to deny any request in order to adequately staff Authority operations. Compensatory time must be used within three (3) months after the end of the contract year it was earned in. Any unused compensatory time not used by the employee within three (3) months after the end of the contract year will be paid to the employee at the pay rate at which it was earned.

C. A blue collar employee required to work overtime hours to complete a specific task shall be required to do so without that overtime event being subject to distribution in accordance with section (E) below.

D. In the event of an unscheduled absence by a Sewer Repairer/Water Repairer or a Sewer Repairer/Water Repairer/Water Treatment Plant Operator on any shift, the Employer may require an employee in this position to cover for the absent employee. This overtime shall be offered first to the employee coming off duty followed by overtime distribution in accordance with section (E) below.

E. All other overtime shall be distributed in seniority rotation order within the job title. If any employee is unable to perform such overtime work for any reason, they shall be charged with a turn on the rotational list and the next person shall be asked for overtime and so on, until list is exhausted, at which time the list returns to the

beginning starting with the individual with most seniority. In the event that no one accepts an overtime assignment, the last senior employee within the job title or who possesses the qualifications to complete the assigned task shall be required to take the overtime assignment. If any employee is bypassed (overlooked without notice), then such employee will be replaced as the next person on the list until the bypassed overtime is made up.

F. All blue collar employees shall be required to utilize a time clock and punch in and out for their normal shift, including punching in and out for lunch time unless the nature of their duties for that day makes it impractical to punch in and out for lunch time. Any time not recorded shall be construed as time not worked. No employee shall punch in or punch out another employee.

G. Penalties for tardiness will be incurred as follows:

1-6 minutes after start of shift – no deduction

7-15 minutes after start of shift – 15 minutes pay

more than 15 minutes after start of shift – exact time involved.

An employee who is tardy four or more times in any twelve (12) month period shall be subject to disciplinary action, unless such tardiness was due to an emergency situation as determined by the Employer. Each case will be decided on its own merits.

H. An employee who is required to be on standby duty shall be paid for two (2) hours of time at the employee's hourly rate. In the event, however, such employee shall be required to leave home and perform work, the employee shall be paid for such hours worked at the rate of one and one half (1 ½) times the employee's regular hourly rate, plus a ten (10%) percent wage differential but in no event shall the employee be paid

for less than two (2) hours of work. The employee on standby duty shall carry a beeper and respond to same as soon as possible. If the employee on standby duty desires to have some other employee substitute for him/her, then it is the responsibility of the employee on standby duty to obtain a substitute of the same qualifications and classification and notify the Employer through his/her supervisor of the substitute in writing.

I. Any blue collar employee who is a member of a Jackson Township Fire Company or First Aid Squad may be excused from work to respond to an emergency in accordance with present Jackson Township Municipal Utilities Authority guidelines unless the employee's presence is required at a specific job site.

**Section 2:**

A. The normal work week for Clerical Department (white collar) employees shall be Monday through Friday, thirty five (35) hours per week, seven (7) hours per day, including a one (1) hour unpaid meal break, between the hours of 8:30 a.m. and 4:30 p.m. If the Employer finds a need to expand working hours, they shall meet with the Union and negotiate any and all changes.

B. Overtime shall be compensated for at the rate of one and one half (1 ½) times the employee's regular base hourly pay.

C. White collar employees who work in excess of thirty five (35) hours per week shall be compensated at the rate of time and one half (1 ½) for the actual hours worked. White collar employees may elect to accept compensatory time in lieu of overtime pay at the same rate as overtime pay. Use of compensatory time must be scheduled at least two (2) weeks prior to its use, and management reserves the right to

deny any request in order to adequately staff Authority operations. Compensatory time must be used within three (3) months after the end of the contract year it was earned in. Any unused compensatory time not used by the employee within three (3) months after the end of the contract year will be paid to the employee at the pay rate at which it was earned.

D. No white-collar employees shall work alone in the front office at any time during business hours, except for meal or other breaks by other employees.

E. All work shall be performed at the regular place of employment by all employees covered by this Agreement.

F. Should it become necessary for a white collar employee to make a bank deposit an escort will be provided to and from the bank.

G. Any white collar employee who is a member of a Jackson Township Fire Company or a First Aid Squad may be excused from work to respond to an emergency in accordance with present Jackson Township Municipal Utilities Authority guidelines.

H. All white collar employees required to work overtime hours to complete a specific task shall be required to do so without that overtime event being subject to distribution in accordance with section (I) below.

I. All overtime, within each job classification, shall be distributed in seniority rotation order. If an employee is unable to perform such overtime work for any reason they shall be charged with a turn on the rotational list and the next person shall be asked for overtime and so on. In the event that no one accepts an overtime assignment, the last senior employee within the job title or who possesses the qualifications to complete assigned task shall be required to take the overtime assignment. Said

assignment shall be mandatory and the employee will not be charged with an overtime event.

## ARTICLE V

### HOLIDAYS

**Section 1:** The following fourteen (14) holidays, or the days celebrated as such, shall be observed with full pay:

New Year's Day  
Martin Luther King's Birthday  
Lincoln's Birthday  
Washington's Birthday  
Good Friday<sup>1</sup>  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Election Day  
Veterans Day  
Thanksgiving Day  
The Friday after Thanksgiving  
Christmas Day

**Section 2:** Any employee required to work on a holiday, or days celebrated as such, shall be paid at the rate of time and one half (1 ½) for the actual hours worked in addition to the eight (8) hours straight holiday pay.

**Section 3:** Blue collar employees shall be required to work on holidays with the exception of New Year's Day, Easter Sunday, Thanksgiving Day, Christmas Day, and

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<sup>1</sup> Blue collar employees shall substitute Easter Sunday for Good Friday.

one floating holiday of the employees' choice. One (1) Operator and one (1) Repairer shall be required to work Shift 1 on such holidays, with similar positioned personnel being on-call for Shifts 2 and 3. Memorial Day, Fourth of July and Labor Day may not be used as a floating holiday.

Section 4: If a holiday falls on a Saturday, the preceding Friday will be observed as the holiday. If a holiday falls on a Sunday, the following Monday will be observed as a holiday.

Section 5: An employee who is absent on the day before or the day after a holiday shall be docked for the absent day, unless such absence was approved in advance by the employee's supervisor, or the absence was necessitated for medical reasons which are supported by a physician's certification or for other substantiated good cause.

## ARTICLE VI

### VACATIONS

Section 1: The vacation schedule for all employees covered by this Agreement shall be as follows:

A. Each employee shall receive one (1) working day for each full month worked in the first year of employment.

B. After one (1) year and up to five (5) years of continuous employment, each employee shall receive twelve (12) working days per year.

C. After five (5) years and up to twelve (12) years of continuous employment, each employee shall receive fifteen (15) working days per year.

D. After twelve (12) years and up to twenty (20) years of continuous employment, each employee shall receive twenty (20) working days per year.

E. Over twenty (20) years of continuous employment, each employee shall receive twenty-five (25) working days per year.

Section 2: Vacation days may not be accumulated for more than two (2) calendar years. Any unused vacation days carried forward from one calendar year into the next must be used during the second year or be automatically forfeited.

Section 3: All employees shall be credited with paid vacation leave at the beginning of the calendar year. All employees shall reimburse the Employer for paid vacation days used in excess of the employee's pro-rated and accumulated entitlement.

Section 4: Vacation requests shall be submitted to the Department Head for approval by November 1<sup>st</sup> for the upcoming contract year. Once a vacation request has been approved, it cannot be displaced by a person of higher seniority, however, seniority will determine whose request is approved if the same time is requested by more than one employee. All other vacation requests not submitted by November 1<sup>st</sup> must be submitted at least four (4) weeks in advance and are subject to approval by the Executive Director.

Section 5: Vacation requests will be scheduled with full consideration for the effective operation of the Employer, and employees with the greatest length of service will receive preference and choice of vacation periods insofar as effective staffing requirements are met. Under no circumstances will more than one employee per shift be allowed to be on vacation at concurrent times.

Section 6: Employees cannot substitute sick time for vacation time once vacation time has been approved by the Executive Director.

Section 7: Unused vacation time will be paid to any employee leaving the service of the Employer in good standing. Payment will be made on a pro-rated basis of



the individual's current vacation schedule. Unearned vacation time which may have been taken in advance will be deducted from the final paycheck.

## ARTICLE VII

### PERSONAL DAYS

Section 1: Employees are entitled to three (3) days leave with pay for personal business annually. Use of personal days require a minimum three (3) days notice and shall be subject to the approval of the employee's supervisor, which approval shall not be unreasonably withheld.

Section 2: Personal days must be used within the one (1) year period and shall not be cumulative from year to year. Personal days are not to be applied in any way to add to vacation, sick leave, or holiday time.

Section 3: For new employees in their first calendar year of service, personal days shall be earned as follows:

<u>Date of Initial Hire</u>	<u>Amount of Personal Days</u>
January 1 through April 30	Three Days
May 1 through August 31	Two Days
September 1 through October 31	One Day
November 1 through December 31	Zero Days

Section 4: Three (3) days notice is not required in the event of an emergency situation, however, the employee must call in and notify a person in a position of authority (supervisor, department head, Executive Director), of the situation giving as much advance notice as feasible under the circumstances.

Section 5: Personal days must be used in no less than one half (1/2) day increments.

## ARTICLE VIII

### SICK LEAVE

Section 1: Permanent full time employees covered by this Agreement shall earn sick leave at the rate of one (1) working day for every full month of service.

Section 2: The amount of sick leave not taken shall accumulate from year to year and each employee shall be entitled to such accumulated sick leave as and when needed.

Section 3: All employees hired prior to and including December 14, 1993 shall be eligible upon retirement in good standing to receive payment for all accumulated sick days up to a maximum of Twelve Thousand (\$12,000.00) Dollars calculated on the average of the employee's last five (5) years earnings. Overtime Pay, longevity, or all other supplemental compensations are not included within the computation.

Section 4: All employees hired after December 14, 1993 shall be eligible upon retirement in good standing to receive payment for one half (1/2) of all accumulated sick days up to a maximum of Twelve Thousand (\$12,000.00) Dollars calculated on the average of the employee's last three (3) years earnings. Overtime pay, longevity, or all other supplemental compensation are not included within the computation.

Section 5: Sick leave may be utilized only for bonafide illness, accident or exposure to contagious disease which necessitates absence from work. Abuse of sick leave shall be cause for disciplinary action up to and including dismissal.

**Section 6:** An employee who shall be absent on sick leave for five (5) or more consecutive days shall be required to submit acceptable medical evidence substantiating the illness to their supervisor. Such certification may be required for absences of less than five (5) days for employees having records of repeated absences or in cases of suspected abuse.

**Section 7:** All employees shall be credited with sick days at the beginning of the calendar year. All employees shall reimburse the Employer for paid sick days used in excess of the employee's pro-rated and accumulated entitlement.

**Section 8:** In the event an employee intends to be absent on account of illness, the employee shall notify his/her supervisor, or another person in authority a minimum of one (1) hour prior to their normal starting time or shift. Failure to notify the supervisor will constitute cause for disciplinary action.

**Section 9:** At such time as an employee accumulates a minimum equivalent of 40 days sick leave, that employee shall have the option of being paid for any unused sick time earned in that year in excess of 40 days at the rate of one half (1/2) of the employee's base hourly rate provided that notification of the desire to use this option is submitted in writing to the Executive Director no later than November 1 of each year.

## **ARTICLE IX**

### **LEAVE OF ABSENCE**

**Section 1:** At the discretion of the Executive Director, any employee may be granted a leave of absence without pay.

**Section 2:** A leave of absence without pay shall not exceed three (3) months in length, after which it may be reconsidered. Any requested extension may be granted

solely in the discretion of the Executive Director. The Employer shall have the sole discretion in matters of leaves of absence or extensions thereto and each decision shall be considered on its own merits. In no event shall the decision whether or not to grant a leave or an extension of a leave be precedent as to any other decision regarding a leave, nor shall denial of any leave request be the subject of a grievance procedure.

**Section 3:** An employee shall retain seniority while on leave of absence, but shall not accumulate seniority. An employee on leave of absence without pay, does not accrue vacation leave, sick leave or any other benefits. No payments will be made to the health plan during this leave of absence, unless the employee agrees to bear the cost, if the leave of absence is for other than a medical reason or maternity leave.

**Section 4:** Employees are required to notify the Employer of the anticipated date of return as soon as such date is known to the employee. Failure to return on such date without notice shall be considered a voluntary resignation.

**Section 5:** Employees shall be granted leave with pay for the time required to attend jury duty. Employees agree to give to the Employer any monies paid to them from any government source because of jury duty, less the difference allowable for mileage which the employee shall retain.

**Section 6:** If an employee is required to serve on jury duty, such employees shall be required to notify the Executive Director in advance. If the employee is not required to actually report to jury duty but is on call, the employee must report to work and will be allowed to leave with pay if, in fact, called. If discharged from jury duty prior to the end of a work day, the employee shall report to work for the duration of the work day.

**Section 7:** Jury duty on an unscheduled work day shall not be paid for by the Employer.

**Section 8:** If an employee is subpoenaed to testify in a legal proceeding for and on behalf of the Employer on a scheduled work day, then the Employer agrees to allow necessary time off to testify at no loss of pay.

**Section 9:** The Employer agrees to abide by the provisions of the Selective Service Act and its Judicial interpretations with respect to leaves of absence due to military service, unless the employee voluntarily enlists in military service.

**Section 10:** An employee who is a member of the National Guard or organized reserves of the Army, Navy, Air Force or Marine Corps of the United States shall be entitled to leaves of absence as specified in 4A:6-1.11 of the regulations of the New Jersey Department of Personnel.

## **ARTICLE X**

### **FUNERAL LEAVE**

**Section 1:** In the case of death of an employee's immediate family, an employee shall be allowed funeral leave of a minimum of three (3) days, up to five (5) days at the discretion of the Employer. "Immediate family" is defined in N.J.A.C. 4A:1-1.3 and means an employee's spouse, child, legal ward, grandchild, foster child, father, mother, legal guardian, grandfather, grandmother, brother, sister, father-in-law, mother-in-law, and other relatives residing in the employee's household.

**Section 2:** Such leave will not be taken until the employee's immediate supervisor is notified of the instance of bereavement. The Employer may require proof of loss of a decedent whenever such requirement appears reasonable.

Section 3: In no event shall any part of bereavement leave occur more than ten (10) days from the date of death.

Section 4: Abuse of funeral leave shall be cause for disciplinary action.

## ARTICLE XI

### EMERGENCY CLOSING POLICY

Section 1: In the event of hazardous weather conditions, the Executive Director shall make a decision as to whether or not the Authority offices will be closed. In the event the Authority offices are closed or if employees are released early, employees shall suffer no loss of pay or dockage of approved time.

Section 2: If Authority offices are closed, critical personnel, as designated by the Executive Director may be called in. Any critical personnel who are called in and work will receive a full day's pay plus a compensatory day which shall be utilized with a minimum of three (3) days notice subject to the employee's immediate supervisor's approval.

Section 3: The Employer has no obligation to provide transportation to or from home to the workplace during any inclement weather and/or official state of emergency.

Section 4: Employees having a pre-scheduled vacation or personal day or those in continuing sick leave status will have the day reclassified as an officially closed day.

Section 5: If the Governor declares an official state of emergency, no employees, except critical personnel, shall be required to work and no one shall suffer any loss of pay or dockage of approved time.

## **ARTICLE XII**

### **MEDICAL BENEFITS**

**Section 1:** The Employer shall continue to provide the present health and major medical plan for the employees and their dependents. Coverage becomes effective when three (3) months of continuous service is completed. Any change in the employee's dependents status must be reported immediately to the employee's supervisor.

**Section 2:** The Employer shall continue to provide the present temporary disability insurance plan to protect employees against sickness or disability not compensated under the Workers Compensation law. Before being eligible for disability coverage, the employee must first exhaust any accumulated sick time on record.

**Section 3:** The Employer shall continue to provide the present dental plan for employees and their dependents.

**Section 4:** The Employer shall provide a prescription plan for employees and their dependents which requires an eight (\$8.00) dollar copayment for each prescription. No maximum benefit level shall apply.

**Section 5:** The Employer shall provide a Two Hundred (\$200.00) dollar eye glass/exam reimbursement allowance to employees or their families annually. Upon presentation of a paid receipt by the employee, the Employer shall reimburse for any eyeglasses or eye examination up to a maximum benefit of Two Hundred (\$200.00) dollars per employee and his/her family annually.

**Section 6:** The Employer shall provide health insurance and major medical coverage pursuant to the State Health Benefits Program to retired employees who have

twenty-five (25) or more years of service credited in the State of New Jersey state-administered retirement system and who meet all other eligibility standards to qualify for these benefits pursuant to the State Health Benefits Program.

Section 7: Employer reserves the right to change the insurance carriers or benefit plan provided, however, that the benefits under such carriers or plans would be equivalent or better.

### ARTICLE XIII

#### UNIFORMS

Section 1:

A. All field employees shall be required to wear uniforms as approved by the Employer as follows:

1. Employees shall be required to purchase the following items on an annual basis, with full reimbursement made by the Employer:

8 -- Navy Blue Long Pants/Navy Blue

8 -- Blue & White Striped Long Sleeve Shirts/Blue & White Stripe

5 -- Blue & White Striped Short Sleeve Shirt/Blue & White Stripe

2 -- Turtleneck Shirts/Ash

1 -- Three-Season Jacket/Blue

2. Employees shall be required to purchase the following items on an as-needed basis, but not more than one time per year, with pre-approval from employee's supervisor, with full reimbursement made by the Employer:

1 -- Lightweight Coverall

1 -- Insulated Coverall



1 – Safety Work Shoe (\$100.00 Maximum Annual Allowance)

3. The Employer may provide the following from inventory and replace as needed:

- Baseball Cap with Logo
- Safety Equipment
- Rain Gear
- Disposable Coveralls

Employees shall be required to replace at their own expense any uniform item which, in the opinion of the Employer, has been abused by the employee. Uniforms are the property of the Employer and shall be surrendered upon separation from the Employer or approved replacement.

The employee shall have name and logo installed on uniform items as directed by the Employer, with full reimbursement made by the Employer.

The Employer reserves the right to select uniform vendors, styles and colors of uniforms. The Employer reserves the right to pre-pay the employee for the projected cost of uniforms, with unused balance returned to the Employer by the employee. The Authority reserves the right to select a vendor from whom the employees may purchase uniform items on account payable directly by the Authority.

B. The Employer agrees to supply tools necessary for all employees to utilize in completing the various tasks which they are assigned;

C. Employer agrees to supply safety equipment for all blue collar employees as needed. Safety shoes are required to be worn at all times on the job.

**Section 2:**

- A. Employees who are required to wear uniforms shall wear such uniforms only while on Employer business, including going to and coming from work.
- B. Employees are required to have, maintain, and wear all items included in the initial outfitting including all protective safety apparel and equipment.
- C. Employer reserves the right of inspection of worn-out garments by supervisors. Any employee who fails to wear the approved or required garments, shall be subject to disciplinary procedures and shall be required to leave work without pay until compliance is achieved. Employees shall be responsible for repairs and replacement of uniform items that are damaged due to abuse or neglect.
- D. All uniforms are expected to be kept clean, neat and presentable. Maintenance is the sole responsibility of the employee.

**ARTICLE XIV**

**DISCHARGE AND DISCIPLINE**

**Section 1:** Employees shall be subject to various policies of the Employer. Revisions to, suspension of and or implementation of existing or new policies are at the sole discretion of the Employer. Unless otherwise provided, it is the responsibility of the immediate supervisor to enforce and maintain proper discipline. To ensure that employees are informed when infractions or shortcomings are noted, a progressive disciplinary system will ordinarily be utilized. In certain severe instances, it may be necessary to bypass one or more of the preliminary steps in order to impose suspension or dismissal of an employee. However, in no case will the option of suspension or immediate dismissal be exercised without consultation with the Executive Director by the

supervisor. No employee shall be disciplined without just cause. The Union shall be notified of all disciplinary action.

**Section 2:** The following disciplinary procedures will apply except in such cases where other actions are warranted:

**A. Step One.** Personal Interview.

The immediate supervisor will have a personal interview with the employee. The supervisor will call to the employee's attention, specific acts of unsatisfactory conduct or performance of duty and prepare a report for inclusion in the employee's personnel file. Should there be no further unsatisfactory conduct or performance within a one (1) year period, this action shall be expunged from the employees' record and will not be used against him/her in the future.

**B. Step Two.** Written Reprimand.

If an employee fails to improve following a personal interview, a written reprimand will be prepared by the immediate supervisor, outlining, in detail, the unsatisfactory conduct or performance of duty. If the supervisor feels it appropriate, he/she may also outline possible recommendations for correcting the unsatisfactory conduct or performance of duty. The original copy of the reprimand will be furnished to the employee and the copy signed by him or her. The acknowledged receipt of the reprimand will be sent to the Executive Director for inclusion in the employee's personnel file. If the employee refuses to sign a copy of the written reprimand such fact shall be noted and inserted in the employee's personnel file. Should there be no further unsatisfactory conduct or performance within a two (2) year period, this action shall be expunged from the employee's record and will not be used against him/her in the future.

**C.     Step Three.     Suspension Without Pay.**

In the event that the employee fails to improve after both a personal interview and written reprimand, the immediate supervisor will bring the details to the attention of the Executive Director. If it appears that a suspension is necessary the Executive Director will issue a suspension letter to the employee. The letter will specify the reason for suspension and the length of time the employee will be suspended subject to the rules and regulations of the New Jersey Department of Personnel pertaining to local service. Should there be no further unsatisfactory conduct or performance within a five (5) year period, this action shall be expunged from the employee's record and will not be used against him/her in the future.

**D.     Step Four.     Dismissal.**

In the event that unsatisfactory conduct or performance persists, dismissal may be warranted. Under those circumstances, a dismissal notice will be issued in accordance with the rules and regulations of the New Jersey Department of Personnel pertaining to local service.

**Section 3:**     An employee shall have the right to have a Union representative present at every step of the disciplinary process.

**Section 4:**     The Employer and Union agree that certain types of conduct are grounds for disciplinary action, up to and including dismissal. These include, but are not limited to, the following:

1.     Incompetence, inefficiency or failure to perform duties;
2.     Insubordination;
3.     Inability to perform duties;

4. Chronic or excessive absenteeism or lateness;
5. Conviction of a crime;
6. Conduct unbecoming a public employee;
7. Neglect of duty;
8. Misuse of public property, including motor vehicles;
9. Theft of Authority property, services, or any other object with real or perceived value;
10. Falsification of records; and
11. Other sufficient cause.

**Section 5:** Every employee will have the right to review his/her own personnel file in the presence of their supervisor, department head, or Executive Director. A request to review must be made through the employee's supervisor, who will make the necessary arrangements for the review, after working hours. The employee's Union representative, if requested, may be present. Copies will be made of any items in the employees personnel file at the request and expense of the employee and shall be provided to the employee in a timely manner.

## **ARTICLE XV**

### **GRIEVANCE PROCEDURE AND ARBITRATION**

**Section 1:** The purpose of this grievance procedure is to secure an equitable solution to grievances as herein defined. The parties agree that the grievances should be resolved at the lowest possible administrative level, therefore, no grievance shall bypass any step of the grievance procedure except as expressly provided herein and any failure to prosecute a grievance within the time periods provided shall constitute an absolute bar

to relief and shall prohibit the grievant from prosecuting his grievance in any forum thereafter. This grievance procedure constitutes the sole and exclusive method for raising and disposing of controversies within the definition of this term.

**Section 2:** The term “grievance”, as used herein, means any controversy arising over the interpretation of the expressed terms of this Agreement and may be raised by an individual employee, group of employees, or the Union, at the request of any such individual or group (hereinafter referred to as the “grievant”).

**Section 3:** All grievances which may arise, shall be handled according to the following procedure:

**A. Step One:**

Within five (5) working days after the occurrence of the act giving rise to the grievance, the Union representative and the aggrieved employee must discuss the alleged grievance directly with his/her immediate supervisor and try to resolve the matter, prior to filing a formal grievance. If no satisfactory disposition of the matter is reached within five (5) working days, then the matter may be submitted to Step Two.

**B. Step Two:**

1. In the event the grievance is not resolved to the aggrieved employee's satisfaction at Step One, then within five (5) days after the response date set forth at Step One, the grievant may file a written grievance which shall be presented by the Union to the Executive Director.

2. The Union representative and the aggrieved employee shall meet with the Executive Director or his/her designee within twenty (20) days of the filing of the written grievance. The Executive Director shall investigate the grievance and render a written

response to the grievant with a copy to the Union representative, within twenty (20) days after the meeting.

3. Any written grievance must identify the grievant(s) by name and be signed by all grievants and the Union representative. It must set forth the following:

- a. A statement of the facts constituting the grievance;
- b. The approximate time of occurrence;
- c. The names of all Employer representatives whose action or failure to act forms the basis of the grievance;
- d. The names of all witnesses the grievant intends to present;
- e. Specific contract provisions, if any, forming the basis of the grievance;  
and
- f. The remedy sought by the grievant.

4. Any written grievance failing to comport with the foregoing requirements shall be null and void, need not be processed by the Employer and shall constitute an abandonment of the grievance. The matters and persons specified and identified in a written grievance shall not be expanded upon or added to subsequent to its filing and the grievant shall be precluded from raising or presenting additional facts, witnesses, or contract provisions thereafter, except with the express written consent of the Employer, which shall not be unreasonably denied, unless such information was not reasonably discoverable at the time. This does not exclude the testimony of expert witnesses or the legal text of cases and exhibits.

**C.     Step Three:**

In the event the grievance is not solved to the Union's satisfaction at Step two, or in the event the Executive Director has not served a timely response at Step Two, then within five (5) days after the response date set forth at Step Two, the Union will present the written grievance and any written responses received at Step Two to the Commissioners. Upon receipt of the grievance by the Commissioners, the Union representatives and the aggrieved employee shall meet with the Commissioners within twenty (20) days of moving to Step Three. The Commissioners shall investigate the grievance and render a written response to the grievant, with a copy to the Union representative, within twenty (20) days of the meeting. The Commissioners may elect not to meet or to render a decision. If the Commissioners fail to meet within twenty (20) days then the grievance moves to Step Four.

**D.     Step Four:**

1.     If the Union is dissatisfied with the response of the Commissioners or if the Commissioners have failed to act within the stated time, then the unsettled grievance shall be submitted to arbitration upon written request from either the Union or the Employer provided such request is made within ten (10) days after the response date set forth at Step Three.

2.     Within ten (10) days following a written request for arbitration of a grievance, one (1) representative of the Employer and one (1) representative of the Union shall jointly select a third neutral party to serve as arbitrator. In the event the two (2) parties (Employer and Union) cannot agree on the third neutral party, then the Public



Employment Relations Commission (PERC) shall be requested to submit a panel of arbitrators and selections shall be made in accordance with the rules established by PERC.

3. The Arbitrator shall be limited to the expressed terms of this Agreement and shall neither add to, detract nor modify the Agreement in arriving at a decision. The Arbitrator shall hold hearings promptly and shall submit a decision in writing which shall be final and binding on the parties. All expenses for the Arbitrator shall be borne equally by the Employer and the Union. Preparation and the presentation expenses shall be borne separately by each party. The Arbitrator's decision shall be limited to the issues submitted and the Arbitrator shall only have jurisdiction to rule on grievances which pertain to an alleged violation or interpretation of this Agreement.

**Section 4:** Any grievance shall be considered as settled on the basis of the last answer of the employer if not appealed to the next step or to arbitration within the time limitations set forth herein. Time is of the essence.

**Section 5:** The Union's Local representatives shall have access to the Employer's office and Union members for the adjustment of disputes or discussions of official Union business, provided appointments have been made with the Executive Director in advance and such meetings do not disrupt the normal work schedule.

**Section 6:** All reference to days within this Article shall refer to business days when the Employer's offices are open to the public; Monday through Friday, excluding holidays.

**ARTICLE XVI**  
**UNION BUSINESS**

**Section 1:**

A. The Employer's sole responsibility in the administration of all Union matters shall be with the Shop Stewards. Wherever notice to the Union is required, and whenever official dealings with the Union are required, the Shop Stewards shall be the designated representatives of the Union for such matters which take place at the workplace. Copies of all notices, however, shall be sent to Local 225, Branch 4. This provision shall not be construed to infringe on the rights of the Union Local Officers to process grievances, arbitrations and Department of Personnel hearings.

B. The Union may designate no more than three (3) Shop Stewards.

C. The Chairman or Vice Chairman and the Recording Secretary shall be permitted to be present at all formal grievance presentations.

D. The Shop Steward shall not leave his job without the permission of his supervisor and shall not contact another employee during work hours about Union business without prior permission of the employee's supervisor. The Shop Steward shall not interfere with the performance of the work of others.

E. The Shop Steward has no Authority to give orders regarding work to any person employed by the Employer by virtue of his/her position as Shop Steward.

F. The Union shall notify the Employer in writing immediately following the selection of a Shop Stewards.

G. The authority of Shop Steward shall be limited to and shall not exceed the following lawful duties and activities;

1. The investigation and presentation of grievances to the Employer in accordance with the provisions of this Agreement.

2. The transmission of such messages and information which shall originate with and are authorized by the Local Union, or its officers, provided such messages and information:

- a. have been reduced to writing, or
- b. if not reduced to writing, are of a routine nature and do not involve work stoppage, slowdown, refusal to handle goods or any other interference with the Employers business.

3. Participation in the collective bargaining negotiations.

**Section 2:** An officer or duly accredited representative of the Union may be permitted to visit the work site only after prior authorization from the Executive Director or his/her designee. An escort may be provided at the discretion of the Executive Director or his/her designee. Such work site visitation shall not interfere with the conduct of the Employer's business or with the duties of any of its employees.

**Section 3:**

A. The Employer shall supply a bulletin board in a reasonably agreeable place for the use of the Union to post announcements.

B. All Union notices must be signed, dated, and clearly identified as to source. The Union may utilize the bulletin board to post announcements concerning Union recreation or social affairs, notice of Union elections and results thereof, notice of Union meetings, notice of Union appointments, Union minutes of joint conferences or of

general meetings, and other material of a non-controversial nature. Employer reserves the right to refuse to allow the posting of any notice not comporting with the foregoing.

## ARTICLE XVII

### UNION DEDUCTIONS

Section 1: Upon receipt of a duly signed authorization, the Employer shall deduct membership dues from the pay of each covered employee and remit the dues deducted to the place designated on the authorization card.

Section 2: The amount of monthly dues will be certified in writing by a check-off list submitted by the Treasurer of the Union.

Section 3: Dues shall be deducted from employee's pay once a month on the first pay period of each month and will be transmitted by check within ten (10) days after the deductions have been made together with a list of names showing employees for whom deductions have been made.

Section 4: For any employee in the bargaining unit who has not signed a dues deduction authorization card after thirty (30) days of employment, the Employer will deduct from all such employees, an Agency Fee and/or Maintenance Fee not to exceed eighty-five (85%) percent of the regular dues each month at the time the regular dues are deducted and remit such Agency Fee and/or Maintenance Fee charge to the Secretary-Treasurer of the Union.

Section 5: The Union will indemnify and save harmless the Employer from any and all claims and disputes that may arise out of or by reason of action taken by the employer in reliance on the authorization of deducted monies on behalf of the Union.

## ARTICLE XVIII

### MANAGEMENT RIGHTS

Section 1: The Union recognizes that there are certain functions, responsibilities, and management rights exclusively reserved to the Employer. The Employer hereby retains and reserves unto itself without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to and after the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States subject to such limitations as are specifically provided in this Agreement or applicable laws.

Section 2: It shall be mutually agreed that the Jackson Township Municipal Utilities Authority, as Employer, and the Union, as employees, will abide by the New Jersey Administrative Code, Title 4A, Department of Personnel rules and regulations. If any provision of this Agreement contravenes the Department of Personnel rules and regulations it shall be deemed invalid and the Department of Personnel rules and regulations shall control.

Section 3: Nothing in this Agreement shall interfere with the right of the Employer, in accordance with the applicable law, rules and regulations, to:

A. To exercise the executive management and administrative control of the Jackson Township Municipal Utilities Authority and its property and facilities and the activities of its employees;

B. To hire all employees and to determine their qualifications and conditions of continued employment or assignment, and to promote and transfer employees;

C. To suspend, demote, discharge or take other disciplinary action as necessary;

D. To establish a code of rules and regulations of the Jackson Township Municipal Utilities Authority for the operation of the Authority and to change, modify or promulgate reasonable rules and regulations, with copies and amendments thereto being provided to the union and employees;

E. To make all decisions relating to the performance of the Authority's operations and maintenance activities, including but not limited to the methods, means, process materials, procedures and employees to be utilized;

F. To establish any new job classifications, job requirements and qualifications;

G. To change, combine, or establish and schedule the working hours of employees, and to give reasonable notice of same to the employees, by the posting of the schedule;

H. To change the job content and duties of any classification; pursuant to the Department of Personnel job specifications;

I. To take any actions considered necessary to establish and maintain efficiency and cost effective operations, and maintenance;

J. To determine the work performance level and standards of performance of the employees;

K. To assign work as it determines will benefit the Authority and/or the public it serves;

L. To request an employee to temporarily work in a job having a different classification, provided however, if an employee works in a higher classification for more than five (5) consecutive days, he/she will be entitled to out-of-title pay;

M. To utilize the services of a contractor or subcontractor when, in the judgment of the Employer, such services would be more efficient; provided however, such services shall not cause a reduction of normal work hours.

N. To determine the number of employees and the duties to be performed;

O. And to establish or change any term or condition of employment which is not specifically covered within this Agreement.

**Section 4:** The failure to exercise any of its foregoing rights, or any right deemed to be a management right by tradition, by agreement, by mutual acceptance, or by practice, shall not be deemed to be a waiver thereof; all management rights ever granted or exercised heretofore are specifically incorporated herein. Any act taken by the Employer not specifically prohibited by this Agreement shall be deemed a management right, and shall be considered such as it fully set forth herein.

## **ARTICLE XIX**

### **GENERAL PROVISIONS**

**Section 1:** Employer agrees to abide by all laws regarding the safety of its employees. No clause in this Agreement is to be understood to imply a lowering of health or safety conditions heretofore existing.

**Section 2:** Any written statement or verbal agreement between an employee and the Employer which may be contrary to or in conflict with terms and conditions of

this Agreement shall be null and void unless specifically consented to in writing by the Union.

**Section 3:** Employer agrees that at all times there shall be two workers whenever handling gaseous chlorine, at least one of which shall be a Water and Sewer Repairman.

**Section 4:** Employees, upon permission, may use the Authority facilities for their Union meetings after working hours.

**Section 5:** In the event of injury from an employment connected accident, an employee shall immediately report the injury to their supervisor. Employees are required to provide full details and cooperate in the investigation and processing any claims.

**Section 6:** No employee shall use or allow the use of Authority property of any kind for other than officially approved activities.

**Section 7:** No employee shall solicit or accept, whether directly or indirectly through a spouse or any member of their family, any compensation, gift, favor or service of value which he/she knows or should know is offered or obtained to influence the employee in the performance of their public duties and responsibilities. Violation of this provision may be grounds for dismissal.

## **ARTICLE XX**

### **NO STRIKE-LOCKOUT CLAUSE**

**Section 1:** It is recognized that the need for continued and uninterrupted operation of the Jackson Township Municipal Utilities Authority is of paramount importance to the citizens of the community and that there should be no interference with such operations.



**Section 2:** Union covenants and agrees that during the time of this Agreement, any extensions thereto, or during negotiations of a successor Agreement neither the Union nor any members of the Union, nor any member of the bargaining unit, nor any person acting in their behalf will cause, authorize or support, nor will any of its members take part in any strike (the concerted failure to report for duty or willful absence of any employee from his/her position, or stoppage of work, or abstinence in whole or in part from the full, faithful, and proper performance of the employee's duties of employment), work stoppage, slowdown, sick-out, walk-out or other job action against the Employer. The Union agrees that such action would constitute a breach of this Agreement.

**Section 3:** The Employer agrees that there will be no lock-out during the term of this Agreement or any extension thereof or during negotiations of a successor agreement.

**Section 4:** In the event of any breach of this Article, the Employer and the Union shall have the right to institute a suit in the appropriate court for damages and/or injunctive relief, without regard to and without having to invoke, proceed under, or abide by any provision or grievances and/or arbitration.

## **ARTICLE XXI**

### **FULLY BARGAINED PROVISIONS**

**Section 1:** This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations.

Section 2: The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any matter or subject not removed by law from the area of collective bargaining and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Section 3: The Employer and the Union, for the life or the duration of this Agreement, agree that the other party shall not be obligated to bargain or negotiate with respect to any subject or matter referred to or covered in this Agreement, or with respect to any matter or subject not removed by law from the area of collective bargaining and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Section 4: This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing executed by both parties.

## ARTICLE XXII

### SEVERABILITY

Section 1: If any article, section, subsection, paragraph, sentence, clause, or phrase of this Agreement should be declared invalid and for any reason whatsoever, such decision shall not affect the remaining portions of this Agreement, which shall remain in full force and affect; and to this end the provisions of this Agreement are hereby declared to be severable.

Section 2: If any such provisions are invalidated the Employer and the Union will meet for the purpose of negotiating changes made necessary by applicable law or decision of court of competent jurisdiction.

## ARTICLE XXIII

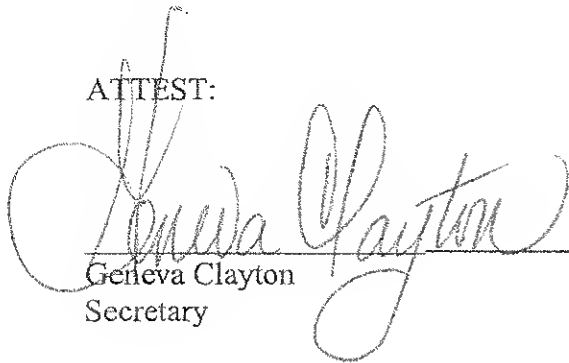
### DURATION OF AGREEMENT

Section 1: This Agreement shall be in full force and affect upon execution by both parties, December 1, 1998, and shall remain in affect until and including November 30, 2003.

Section 2: The Employer and the Union shall meet at least ninety (90) days prior to the expiration date of this Agreement to negotiate a new contract. If the parties fail to reach an agreement either before the termination date or the date of any mutually agreed upon extensions, this Agreement shall continue under the same terms until a new agreement is executed by the parties.

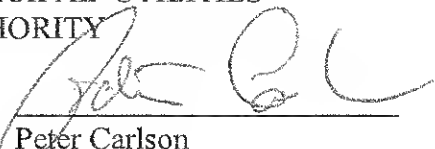
IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date  
and year first above written.

ATTEST:

  
Geneva Clayton  
Secretary

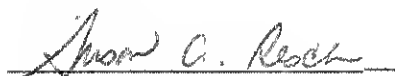
JACKSON TOWNSHIP  
MUNICIPAL UTILITIES  
AUTHORITY

By:


  
Peter Carlson  
Chairperson

TRANSPORT WORKERS UNION OF  
AMERICA AFL-CIO LOCAL 225  
BRANCH 4

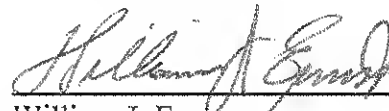
WITNESS:

  
Susan A. Resch  
Secretary Treasurer

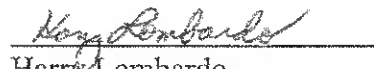
By:

  
Michael Allocco  
Chairperson

By:

  
William J. Ernst  
Local President

By:

  
Harry Lombardo  
International Vice President